

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 17**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 FOR CONSULTING  
SERVICES BETWEEN THE CITY OF FAIRFIELD AND CREEGAN + D'ANGELO  
INFRASTRUCTURE ENGINEERS FOR ENGINEERING AND DESIGN SERVICES  
RELATED TO THE DOVER AVENUE WATERLINE REPLACEMENT PROJECT**

**WHEREAS**, on August 16, 2011, the City of Fairfield entered into an Agreement for Consulting Services (Agreement) with Creegan + D'Angelo Infrastructure Engineers for engineering and design services for the North Texas/Texas Street and Dover Avenue Waterline Replacement Project; and

**WHEREAS**, on April 17, 2014, Creegan + D'Angelo Infrastructure Engineers was authorized by Amendment No. 1 to utilize the 10% management reserve which increased Creegan + D'Angelo Infrastructure Engineers fee and scope of work; and

**WHEREAS**, Amendment No. 2 to the Agreement will finalize the bid documents, add permit assistance, and construction phase engineering assistance for the Dover Avenue Waterline Replacement Project and increase Creegan + D'Angelo Infrastructure Engineers fee.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, that certain Amendment No. 2 to the Consultant Services Agreement with Creegan + D'Angelo Infrastructure Engineers for the design and engineering of the Dover Avenue Waterline Replacement Project.

Section 2. Amendment No. 2 will increase the maximum fee by \$17,500 for a new total not to exceed fee of \$215,060.

Section 2. The Director of Public Works is hereby authorized to implement the above-mentioned agreement and administer a 10% management reserve (\$1,750) for a total not to exceed expenditure authorization of \$216,810.

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**PASSED AND ADOPTED** this 17<sup>th</sup> day of January, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO  
NONE

NOES: COUNCILMEMBERS: \_\_\_\_\_  
NONE

**ABSTAIN:** **COUNCILMEMBERS:** \_\_\_\_\_

*1600-1601*

## **MAYOR**

**ATTEST:**

Eric Haff, Deputy  
CITY CLERK  
pw

**AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSULTING SERVICES FOR  
PROFESSIONAL CONSULTING SERVICES (DESIGN AND ENGINEERING) FOR  
THE TEXAS STREET AND DOVER AVENUE WATERLINE REPLACEMENT  
PROJECT**

On August 16, 2011, the City of Fairfield, a municipal corporation, hereinafter referred to as "CITY," and CREEGAN + D'ANGELO INFRASTRUCTURE ENGINEERS, hereinafter referred to as "CONSULTANT," entered into an agreement for consulting services for professional Consulting Services (Design and Engineering) for the Texas Street and Dover Avenue Waterline Replacement Project.

Based upon the need for additional consulting work outside the scope of the agreement, the CITY and CONSULTANT do hereby agree to amend the existing AGREEMENT FOR CONSULTING SERVICES as follows:

**WITNESSETH:**

WHEREAS, CITY desires to contract for certain consulting work necessary for the design and engineering work necessary for the preparation of construction documents and provide construction assistance support for the Texas Street and Dover Avenue Waterline Replacement Project, and for the purposes of this Agreement shall be called "PROJECT;" and

WHEREAS, the CONSULTANT provided design and engineering services for two separate projects, namely the Texas Street Waterline Replacement Project and Dover Avenue Waterline Replacement Project; and

WHEREAS, the Texas Street Waterline Replacement Project from Washington Avenue to Wyoming Street was completed in January 2014; and

WHEREAS, CONSULTANT has been requested to complete extra engineering work for the Dover Avenue Waterline Replacement Project (PROJECT); and

WHEREAS, CONSULTANT is willing and qualified to provide design and engineering services for PROJECT.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

**II. DUTIES OF CONSULTANT (Scope of Work)**

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT during the design and construction phases as follows:

**A. Project Coordination**

The CONSULTANT's primary "Point of Contact" with the CITY shall be the CITY's Project Manager (Ryan Panganiban) or any other as designated by the City Engineer.

**D. Design/Construction Document Preparation Phase**

19. CONSULTANT will update bid documents to include detailing for the replacement of additional ADA ramps and loop replacement at the intersection of Dover Avenue and East Pacific, and replacement of cracked or damaged concrete curb, gutter and sidewalk along Dover Avenue.
20. CONSULTANT will assist the City with the encroachment permitting process with the Department of Water Resources (DWR);
21. CONSULTANT will provide construction administration assistance for the Dover Avenue project due to the project being delayed by approximately one year beyond agreement schedule.

**VII. COMPENSATION OF CONSULTANT**

- A. Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

For those services described in Sections I, II, III, AND IV, compensation shall be on a time and material basis, increasing the maximum fee by SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) to a maximum fee not to exceed, TWO HUNDRED FIFTEEN THOUSAND SIXTY DOLLARS (\$215,060).

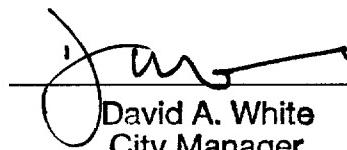
- B. Extra Work and Amendment Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified in Sections I and II, including but not limited to, any changes to or re-performance of the CONSULTANT's work including amendments to the AGREEMENT after the award of the contract by the CITY Council, testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "A2." No extra work will be compensated for unless required by CITY in writing.

**VIII. TIME OF COMPLETION**

CONSULTANT shall complete the work described in Section II.A-E no later than December 31, 2018. All other work described in Section II shall be coordinated with the CITY and the CITY's Contractor. This AGREEMENT shall be in effect and shall remain in effect until scope of work is complete, unless terminated as provided for under Section X "CANCELLATION OF AGREEMENT".

WHEREOF, the parties hereto have executed this Amendment on the 30<sup>th</sup> day of  
January 2017.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

  
David A. White  
City Manager *com*

By: Kenneth R. Lowen Sr VP  
CREEGAN + D'ANGELO  
2420 Martin Road, Suite 380  
Fairfield, CA 94534



## Creegan+D'Angelo

INFRASTRUCTURE  
ENGINEERSDecember 18, 2016  
616531

Mr. Ryan Panganiban  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Subject: **Proposed Amendment #2 – Waterline Replacement Projects (existing PO 20133) For Additional Work Scope**

Dear Mr. Panganiban:

Creegan + D'Angelo hereby requests a fee increase to cover additional Scope of Work you have requested for modifying the 100% Construction Design Documents. The additional Scope of Work also includes engineering assistance to cover our anticipated Construction Administration Assistance as well as cover our additional time detailing and assisting the City with the encroachment permitting process with the Department of Water Resources (DWR) and adding some additional ADA ramps to the Westside of the Dover/East Pacific Intersection, and detailing the replacement of a large amount of cracked damaged concrete curb, gutter and sidewalk along Dover Avenue. The Dover Avenue Water Line replacement plans which are already at a 100% level of completion will be resubmitted as a 100% submittal again. We will also be providing a 1<sup>st</sup> submittal to DWR in January 2017 for encroachment permitting.

We hereby request the following T&M NTE fee increase be added to our existing agreement for the following work scope items:

Construction Administration Assistance	\$12,400
Added DWR, Design for Loops, Ramps and Concrete Repair Detailing	<u>\$ 5,100</u>
<b>Total T&amp;M NTE</b>	<b>\$17,500</b>

With City approval, this fee increase will add to our current T&M NTE agreement amount of \$197,560 making a new T&M NTE fee of \$215,060. I will continue as the project manager. We understand that completing the construction documents requires a quick response because the City wants to bid this project in late spring and get it constructed this summer. We look forward to continuing our work with the City on this project and bring it to a successful completion. Please give me a call if you have any questions

Sincerely,  
Creegan + D'Angelo

Kenneth R. Swenson, P.E.  
Sr. Vice President, Engineering Manager

Enclosure

## CREEGAN + D'ANGELO

### EXHIBIT "A2" FEE SCHEDULE

#### Engineering Services

Principal Engineer.....	\$ 225.00	per hour
Senior Project Manager.....	\$ 205.00	per hour
Project Manager.....	\$ 190.00	per hour
Senior Engineer .....	\$ 175.00	per hour
Associate Engineer.....	\$ 155.00	per hour
Staff Engineer.....	\$ 135.00	per hour
Civil Designer .....	\$ 135.00	per hour
CADD Technician .....	\$ 120.00	per hour
Administrative Assistant.....	\$ 70.00	per hour

#### Surveying Services

2-Man Survey Party .....	\$ 270.00	per hour
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#### Other Services thru 6/1/2017

Court Appearances and Depositions (8 hour minimum) ....	\$ 425.00	per hour
Court Preparation .....		applicable hourly rates
Consultants and Other Outside Costs .....		Cost + 15%
Vehicle Transportation .....		Federal Rate + 15%
In-house Computer Services .....	\$ 30.00	per hour
Travel Time .....		applicable hourly rates

#### Miscellaneous Provisions

Payment is due upon presentation of invoice and is past due 30 days from the date of invoice.

This Fee Schedule is effective from June 1, 2016. These rates are subject to adjustment annually.